

QA

37207

1604 Kitty Hawk Drive, #2  
Columbia, Missouri 65202  
July 5, 1998

DEPT. OF TRANSPORTATION  
DOCKET SECTION  
98 JUL 13 AM 11:03

Docket Clerk  
U.S. DOT Dockets, Room PL-401  
400 Seventh Street, SW  
Washington, D.C. 20590-0001

RE: DOCKET NO.-FHWA-97-2979-10

COMMENT:


Toward the end of February, 1998, I filed a claim to Fry-Wagner, United Van Lines in St. Louis, Missouri, for damages to my sofa-sleeper and winged back chair, and for a missing set of new dishes still in the original box. I moved to Columbia, Missouri on February 12, 1998 and it was not until approximately two weeks later when I completed my unpacking that I discovered these things. I had paid extra for insurance to cover loss or damage. I called Fry-Wagner in St. Louis to ask for a claim form, and the lady in the office stated flatly, after checking the file number, the claim would not be paid because my shipment was picked up on April 8, 1997 and the nine month time limit for my move expired January 8, 1998. I asked for the claim anyway, telling her I was not aware of a time limit by the company. She said it was stated in the booklet given me when my shipment was picked up. I explained I am essentially blind and at no time did their three movers explain this to me or give me a booklet, which I could not have read anyway without great magnification. Nor did their employee at the Springfield office mention this to me upon arranging for the move. She said it would still be denied. I filed the claim and within a week, a denial came from Fry-Wagner in Earth City, MO stating a claim had to be filed nine months after pick up of the shipment because of federal tariff and regulations. I immediately sent a letter to Judith Hill, Claims Adjuster, who had denied the claim, and explained the situation again, as I had done briefly on the original claim form. I sent copies of this letter to the MO State Attorney General's Office, and the Department of Transportation. Ms. Hill's letter came a few days later and stated she had forwarded my letter to Debbie at United Van Lines in St. Louis and I should deal with her. The letter was quite vague and general and did not include the address, or Debbie's last name or title. Again, I wrote to Judith Hill and asked for this information. I heard no more from her. Later, I received two more denials from Dan Moranville in St. Louis.

I feel the company should take responsibility for their negligence in the face of my visual disability. I made the move alone, and Fry-Wagner employees who dealt with me were aware of my impairment.

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I did not receive a booklet, nor was I told of the time limit. I am not hearing impaired. They could have told me. Also, I had Fry-Wagner hold my belongings in storage for approximately 29 days until I could rent a storage unit in Mississippi. The man at Fry-Wagner, who arranged the move for me, stated the storage fee "would not be much" when I explained my limited income. After I found a unit, I called the company to deliver my belongings, and was astonished to discover the storage fee to be over \$800. For less than one month. I feel this was an exorbitant amount to charge, and it was unfair to me. Again, they were vague and general.

If Fry-Wagner, United Van Lines, will not honor a claim for damages and loss, why should they hold so rigidly to the time limit, when it appears to me that paying insurance claims should also be a regulation? And where is their responsibility for offering more insurance coverage if no claims are paid by them?

  
Linda Hughes